

CITY OF FORT COLLINS

INVITATION TO BID

**BID #5918
PORTABLE TOILETS, RENTAL & SERVICING**

BID OPENING: FRIDAY MAY 20, 2005, 3:00P.M. (our clock)

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 3:00p.m. (Our Clock), MAY 20, 2005.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: www.fcgov.com/purchasing.
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

**CITY OF FORT COLLINS
BID PROPOSAL
BID #5918
PORTABLE TOILETS, RENTAL & SERVICING**

BID OPENING: FRIDAY MAY 20, 2005, 3:00P.M. (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **PORTABLE TOILETS, RENTAL AND SERVICING** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins is requesting bids to provide all labor and materials to supply, set up, service, and remove portable toilets at various locations for daily and monthly needs per the attached specifications. Included in the bid is the requirement for portable toilets for the 4th of July celebration at City Park. The City reserves the right to award this Bid as one package, or award the Fourth of July and General Services portions separately.

In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

BID SCHEDULE:

GENERAL SERVICES

Daily rental of portable toilets to be serviced once per week (for special events)

Estimate 4 @ \$ _____/Each \$ _____ Total

Daily rental of handicapped-accessible portable toilets to be serviced once per week (for special events)

Estimate 2 @ \$ _____/Each \$ _____ Total

Monthly rental of portable toilets to be serviced once per week **(see General Services Locations)**

19 @ \$ _____/Each \$ _____ Total

Monthly rental of handicapped-accessible toilets to be serviced once per week **(see General Services Locations; Natural Areas)**

3 @ \$ _____/Each \$ _____ Total

Monthly rental of handicapped toilet to be serviced once per week **@ Soapstone Prairie**

1 @ \$ _____/Each \$ _____ Total

GRAND TOTAL \$ _____

4TH OF JULY REQUIREMENTS

The portable toilets (forty-four (44) regular and eight (8) handicapped) must be delivered and set at various locations, as indicated by the Park Supervisor, by 5:00 a.m. on July 4, 2005 and removed on July 5, 2005 before 9:00 a.m.. The awarded vendor must supply the Park Supervisor with twelve (12) keys for the portable toilet paper holders before 12:00 p.m. July 3, 2005. Awarded vendor must supply 1 case (250 rolls) of toilet paper and must supply 40 special events boxes with liners for recycle materials July 4.

**BID SCHEDULE:
4TH of JULY**

44 regular portable toilets at \$ _____ ea X 44 = \$ _____ total
8 handicapped portable toilets at \$ _____ ea X 8 = \$ _____ total
1 case of toilet paper = \$ _____ total
40 special events boxes with liners at \$ _____ ea X 40 = \$ _____ total

GRAND TOTAL \$ _____

Delivery and pickup schedules can be met as listed above? ____yes ____no

Note: Adherence to the delivery and pick up schedule will be a consideration of award.

Scope of Work and General Requirements

1. Each portable toilet shall display a record of service clearly identifying personnel performing service and date of service.
2. Pick up of canceled units or of units reaching their pre-established termination date will be made within one week of cancellation or termination.
3. Units will be anchored, at the expense of the Contractor, where necessary.
4. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 48 hours.
5. Contractor must insure that toilet tissue will be placed in all units at the time of service.
6. Units which have been overturned shall be righted by the Contractor at no charge to the City.
7. Each unit shall be equipped with original equipment or the manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted, i.e., eye and hook as replacement for locking mechanism.
8. Each unit shall be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufacturer's specification, seat cover shall be hinged and in working order. All other equipment shall be in working order.
9. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
10. Frequency of cleaning units must be maintained, i.e. weekly or daily. If awarded contractor misses cleaning any units more than two times per year, City has the right to cancel contract and award a new contract with next low responsive, responsible bidder.
11. Awarded contractor will be responsible for replacement of portable toilet if damaged by an act of God. City will be responsible for replacement if damaged by vandalism.
12. The Contractor shall be expected to sign the City's Services Agreement (see attached sample) prior to commencement of Services.
13. The Contractor shall provide one single point of contact to the City to handle any service issues, and notify the City immediately if there is a contact change. The Contractor shall also provide one single point of contact to the City to handle any billing issues. The Contractor agrees to hold prices firm for the term of the Annual Contract. Any price adjustment requests for the following year will be submitted when the Renewal Letter is sent out; the City of Fort Collins uses the Denver Boulder Greeley CPIU index published by the Colorado State Planning and Budget Office as a guide (see sample Services Agreement, attached). The contractor agrees that they will not charge the City any Fuel Surcharges,

Finance Charges, or Late Charges. All billing will be sent to the Accounts Payable Department at P.O. Box 580, **not** to the individual departments.

14. The Contractor shall provide a list of three customer references of similar size and nature to the City of Fort Collins portable toilet requirements; including name, title, and phone number.
15. The Contractor will complete and sign the Vendor Statement by an authorized person from your company. For questions concerning this bid, contact Ed Bonnette, C.P.M., CPPB, Buyer @ (970) 416-2247.

Vendors Statement:

I have read and understand the specifications and requirements for this bid and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to complete contract with the City of Fort Collins within 30 days of notice of award. If contract is not completed and signed within 30 days, City reserves the right to cancel and award to the next lowest responsible and responsive bidder.

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ **PHONE:** _____

BIDDER'S NAME: _____

SIGNATURE: _____

SERVICE ISSUES CONTACT: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CELL #: _____ **EMERGENCY:** _____

BACKUP: _____

BILLING ISSUES CONTACT: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

CELL #: _____ **EMERGENCY:** _____

BACKUP: _____

PLEASE GO TO www.fcgov.com/purchasing TO REGISTER IN OUR E-PROCUREMENT SYSTEM FOR FUTURE BID OPPORTUNITIES! BE SURE TO SELECT ALL APPROPRIATE COMMODITY CODES!

GENERAL SERVICES

PORTABLE TOILET LOCATIONS

PARKS

These portable toilets need once a week service.

(Date of service is 10/17/05 to 4/17/06)

(Legacy, Rolland Moore B-ball, NACC, and Dog Park are year 'round)

Site	Address	Number of Units
Buckingham Park	101 First St.	1
City Park Ballfields	211 S. Bryan Ave.	1
Cottonwood Glenn	3074 S. Overland Trail.	1
Dog Park	Horsetooth Rd. & Horsetooth Ct.	1
Edora Park	1420 East Stuart Street	1
English Ranch	3825 Kingsley Drive	1
Greenbriar Park	730 Willox Lane	1
Homestead Park	7045 Avondale Dr.	1
Legacy Park	300 Woodlawn Drive	1
Martinez Park	600 N. Sherwood	1
Old Fort Collins Heritage Park (NACC)	112 E. Willow	1
Rolland Moore Park	2201 South Shields Street	3
Spring Park	2100 Matthews St.	1
Troutman Park	500 W. Troutman Parkway	1

CEMETERY

Weekly service from March to November. Monthly service December to February.

Roselawn Cemetery	2718 E. Mulberry	1
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NATURAL AREAS

Gustav Swanson	445 Linden St.	1 accessible
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N. Shields Pond	1333 N. Shields St	1 accessible
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Riverbend Ponds	2425 Countryside Dr.	1
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Arapaho Bend	3950 County Rd 7	1
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Bobcat Ridge	8281 W County Rd 32C Masonville	1 accessible
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Soapstone Prairie	3700 Soapstone Prairie Rd. 25 mi north on I-25	1 accessible
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SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of ____ (____) page[s], and incorporated herein by this reference.

2. The Work Schedule. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of ____ (____) page[s], and incorporated herein by this reference.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated within _____ (____) days following execution of this Agreement. Services shall be completed no later than _____. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in a writing signed by the parties.

4. Contract Period. [Option 1] This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the Professional mailed no later than ninety (90) days prior to contract end.

4. Contract Period. [Option 2] This Agreement shall commence _____, 200_, and shall continue in full force and effect until _____, 200_, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed ___ () additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

5. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

6. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:	Copy to:	Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of _____ Dollars (\$ _____) [Option Cost Breakdown is attached Exhibit "C"]

8. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

9. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

10. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

11. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

12. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

16. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit ____, consisting of _____ (____) pages[s], attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

18. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event

any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit ____, consisting of _____ (____) page[s], attached hereto and incorporated herein by this reference.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

[Insert Corporation's name] or
[Insert Partnership name] or
[Insert individual's name]
Doing business as ____ [insert name of business]
By: _____

PRINT NAME

CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____
(Corporate Seal)

ATTEST:

CORPORATE SECRETARY